provide a DS1 transport facility and .

9.1.1.3.1 If either Party believes the new DS-1 transport facility as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new DS1 transport facility is needed, SWBT will charge AT&T the applicable charges established herein and AT&T will charge SWBT the lesser of AT&T's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new facility as described in this paragraph is mutually beneficial, then SWBT will not use the new facility's links and SWBT acknowledges that AT&T may block SWBT's usage of the new facility's links.

9.1.1.4 If new links are established and the SPOI is located in a different end office than the STP, AT&T may purchase 56 Kbps transport between the SPOI and the cross connect panel where the STP is located (in addition to the port and cross connect required in 9.1.1.2 above).

9.1.1.4.1 If either Party believes new links as described in this paragraph would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If, pursuant to the negotiations, the parties mutually agree that the new 56Kbps transport facility is needed, SWBT will charge AT&T the applicable charges established herein, and AT&T will charge SWBT the lesser of AT&T's tariff rates, if any, or an amount equal to the applicable charges established herein. If SWBT does not agree that a new link as described in this paragraph is mutually beneficial, then SWBT will not use the new link and SWBT acknowledges that AT&T may block SWBT's usage of the new link.

9.1.2 **Technical Requirements**

9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point (STP) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 When AT&T provides its own switch or STP, AT&T will provide DS1 (1.544 Mbps) interfaces at the AT&T-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

9.1.4 AT&T will identify to SWBT the Signaling Point Codes (SPCs) associated with the AT&T set of links. AT&T will pay a non-recurring

charge per STP pair when AT&T requests SWBT to add a signaling point code at the rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling", subject to section 1.3 of Appendix Pricing UNE. This charge also applies to point code information provided by AT&T allowing other telecommunications providers to use AT&T's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties agree that the Point Code Addition is mutually beneficial, SWBT will pay the lesser of AT&T's tariff rate, if any, or the charges identified herein.

9.1.4.1 When SWBT requests AT&T to add a signaling point code, SWBT will pay a non-recurring charge per STP pair at the lesser of AT&T's tariff rate, if any, or the charge reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling", subject to section 1.3 of Appendix Pricing UNE. This charge also applies to point code information provided by SWBT allowing other telecommunications providers to use SWBT's SS7 signaling network. If either Party believes the new Point Code would be mutually beneficial, each Party agrees to negotiate at the request of the other Party. If pursuant to the negotiations, the Parties mutually agree that the Point Code Addition is mutually beneficial, AT&T will pay the charges identified herein.

9.1.5 When AT&T provides its own switching, and purchases signaling link transport, AT&T will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. AT&T will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.6 AT&T will inform SWBT in writing thirty (30) days in advance of any material expected change in AT&T's use of such SS7 Signaling Network. Any network management controls found necessary to protect SWBT's SS7 network from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.1.7 SWBT will inform AT&T in writing thirty (30) days in advance of any material expected change in SWBT's use of such SS7 Signaling Network. Any network management controls found necessary to protect AT&T's SS7 network from an overload condition will be applied based on non-

discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.2 **Signaling Transfer Points (STPs)**

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

9.2.1.1 AT&T may use the STP under three options, as follows:

9.2.1.1.1 Signaling for AT&T with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of AT&T to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with AT&T set of links will be routed to AT&T.

9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported on behalf of AT&T from a SWBT STP pair to a SWBT STP pair located in a different LATA. The message would be routed in the same manner as SWBT routes SS7 messages for itself (e.g., local STP to regional STP to regional STP to local STP). The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When AT&T uses SS7 Transport between one or more SWBT STP pairs, AT&T will pay the charges labeled "SS7 Transport" on Appendix Pricing UNE - Schedule of Prices at a rate equal to one times the octet rate for each octet transported.

9.2.1.1.1.2

9.2.1.1.2 Signaling for AT&T with its own Signaling Point, utilizing a set of links of another party: AT&T may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by AT&T.

9.2.1.1.3 Signaling for AT&T utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. AT&T does not separately order SS7 signaling under

this method. AT&T will be charged for the use of the SWBT SS7 signaling on a per call basis *at the interim rate of 170 times the octet rate* contained on Appendix Pricing UNE - Schedule of Prices subject to section 1.3 of Appendix Pricing UNE and labeled as "SS7 Transport Rate". This per call rate is also shown as SS7 Signaling in the Appendix Pricing UNE - Schedule of Prices.

9.2.2 **Technical Requirements**

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1.1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by AT&T at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. AT&T may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network. The Parties will identify to each other the Global Title and Translation Type information for message routing.

9.2.2.2.1 When AT&T requests SWBT to add Global Title and Translation Type information for message routing, in connection with its use of unbundled signaling, AT&T will pay the charge identified in the Appendix Pricing UNE - Schedule of Prices as "Global Title Translation Addition" as agreed to by the Parties, or as may otherwise be ruled by the Arkansas Commission, subject to section 1.3 of Appendix Pricing - UNE.

9.2.2.2.2 When SWBT requests AT&T to add a Global Title Translation in its Signaling Network, SWBT will pay AT&T the lesser of AT&T's tariff rate, if any, or an amount equal to the charge labeled "Global Title Translation Addition" on Appendix Pricing - UNE - Schedule of Prices, subject to section 1.3 of Appendix Pricing UNE.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This

explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In its capacity as an LSP, AT&T will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, AT&T will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with AT&T, AT&T will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.

9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an AT&T or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.

9.2.3 **Interface Requirements**

9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.3.2 AT&T will designate the Signaling Point of Interconnection (SPOI) for each link. AT&T will provide a DS1 or higher rate transport interface at each SPOI.

9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. AT&T may request and SWBT will provide, to the extent technically feasible, greater diversity

through the Special Request process.

9.3 **Service Control Points/Call-Related Databases**

9.3.1 Definition: Call-related databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular telecommunications service and/or capability.

9.3.1.1 A Service Control Point (SCP) is a specific type of Network Element where call related databases can reside. SCPs deployed in a Signaling System 7 (SS7) network execute service application logic in response to SS7 queries sent to them by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).

9.3.2 **Technical Requirements for SCPs/Call-Related Databases**

9.3.2.1 Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to AT&T in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 9.4 through 9.8:

9.3.2.2 SWBT will provide connectivity to SCPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.

9.3.2.3 SWBT will make its database functionality available to AT&T using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with AT&T and SWBT will provide AT&T with the opportunity to comment on such criteria.

9.3.2.4 The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act, will participate in development of PLNP in the state in accordance with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.4 **Line Information Database (LIDB)**

9.4.1 Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below. Queries for LIDB based services will be priced as shown on Appendix Pricing - UNE Schedule of Prices labeled "Validation Query" subject to section 1.3 of Appendix Pricing UNE. A non recurring charge for activating, changing, or modifying a point code will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling", subject to section 1.3 of Appendix Pricing UNE.

9.4.1.1 When AT&T uses LIDB Validation, AT&T will pay LIDB Validation query, query transport and service order charges in connection with its use of LIDB Validation. These charges are shown on Appendix Pricing UNE - Schedule of Prices under the heading "Line Information Database - Validation" as "Validation Query," "Query Transport" and "Service Order Charge" as agreed to by the Parties, or as may otherwise be ruled by the Arkansas Commission, subject to section 1.3 of Appendix Pricing - UNE. SWBT has also proposed a non recurring charge for activating, changing, or modifying a point code that will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling," as agreed to by the Parties, or as may otherwise be ruled by the Arkansas Commission, subject to section 1.3 of Appendix Pricing - UNE.

9.4.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

9.4.1.3 Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

9.4.1.4 Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

9.4.1.5 Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.

9.4.1.6 Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.

9.4.1.7 Line Record means information in LIDB that is specific to a single telephone number or special billing number.

9.4.1.8 Originating Point Code (OPC) means a code assigned to identify a node on the CCS/SS7 network.

9.4.1.9 Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

9.4.1.10 Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

9.4.1.11 Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

9.4.2 **LIDB Validation**

9.4.2.1 SWBT will provide AT&T access to Validation information whenever AT&T initiates a query from an SSP for Validation information available in SWBT's LIDB.

9.4.2.2 All AT&T validation queries to SWBT's LIDB will use a translation type (TT) of 253 and a subsystem number in the calling party address field that is mutually agreed upon. AT&T acknowledges that such subsystem number and translation type values are currently necessary for SWBT to properly process Validation queries to its LIDB.

9.4.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to AT&T any instances where overload controls are invoked due to AT&T's CCS/SS7 network and AT&T agrees in such cases to take corrective action to the

same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB Validation from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.4.2.4 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including AT&T, may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for every working line number and Special Billing Number served by those companies.

9.4.2.5 SWBT's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

9.4.2.6 SWBT provides LIDB Validation Service as set forth in this Attachment only as such service is used for AT&T's LSP activities on behalf of its Arkansas local service customers where SWBT is the incumbent local exchange carrier. AT&T agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by AT&T will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

9.4.2.6.1 AT&T will be charged for LIDB validation queries consistent with Section 9.4.1.1 of this Attachment in the event that AT&T is using its own OS platform. Service order charge applies only to new point code or changes to existing point codes.

9.4.2.6.2 In the event that AT&T is using SWBT's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges under Appendix Pricing UNE - Schedule of Prices labeled Operator Services Call Completion Services and all subparts thereunder, Call Branding (DA/OS), Services Rate Information (DA/OS), subject to section 1.3 of Appendix Pricing UNE.

9.4.2.6.3 SWBT cannot distinguish between queries from AT&T's Operator Services Position System (OSPS) as an LSP within the SWBT traditional five state serving area and queries from AT&T's OSPS as an IXC. If for any reason the rates for the LSP query and/or query transport and the rates for the IXC query and/or query transport rate diverge prior to the

development of any technically feasible method to distinguish LSP queries from IXC queries, AT&T will develop an allocation factor to distinguish the proportion of queries attributed to AT&T as an IXC and those attributed to AT&T as an LSP within the SWBT serving area. Should AT&T opt to treat all queries at the higher rate, AT&T will not be required to develop an allocation factor.

9.4.2.6.4 SWBT will notify AT&T of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice AT&T will advise SWBT whether AT&T elects to pay the higher rate (e.g., assume all queries are LSP or IXC driven, whichever is higher) or elects to develop an allocation factor. AT&T will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after AT&T notifies SWBT of its intent to develop a factor. Until AT&T develops and provides its factor, SWBT shall treat all queries at the higher rate, except that a true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days. Factors may be changed by AT&T on a quarterly basis and subject to audit by SWBT on a yearly basis.

9.4.2.7 LIDB Validation provided by SWBT to AT&T will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with AT&T and SWBT will provide AT&T with the opportunity to comment. AT&T may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

9.4.3 **Ownership of Validation Information**

9.4.3.1 AT&T's access to any LIDB Validation information does not create any ownership interest that does not already exist. Telecommunications companies, including AT&T, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.4.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. AT&T may use LIDB Validation for such functions only on a call-by-call basis.

9.4.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and AT&T may not store such information in any

table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.4.3.4 AT&T agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.4.3.5 If AT&T acts on behalf of other carriers to access SWBT's LIDB Validation, AT&T will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a Validation query to SWBT's LIDB.

9.4.3.6 SWBT will share end user information, pertinent to fraud investigation, with AT&T when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

9.4.3.7 Nothing in Sections 9.3.4.3.1 through 9.3.4.3.7 is intended to restrict AT&T's use or storage of AT&T data created or acquired independently of SWBT's LIDB Validation.

9.4.4 **LIDB Storage and Administration**

9.4.4.1 Definitions:

9.4.4.1.1 Data Base Administration Center (DBAC) - A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

9.4.4.1.2 Group - For the purpose of this Attachment, a specific NPA-NXX and/or NPA-RAO combination.

9.4.4.1.3 Group Record - Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-RAO.

9.4.4.1.4 LIDB Editor - A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.

9.4.4.1.5 Line Validation Administration System (LVAS) - An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.

9.4.4.1.6 Line Record - Information in LIDB or LVAS that is specific to a single telephone number or Special Billing Number.

9.4.4.1.7 Toll Billing Exception (TBE) - A LIDB option that allows end users to restrict third number billing or collect calls to their lines.

9.4.4.1.8 Service Management System (SMS) - An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.

9.4.4.1.9 Sleuth - An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.

9.4.4.1.10 Special Billing Number (SBN) Account Groups - Line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

9.4.4.1.11 Tape Load Facility - A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.

9.4.4.1.12 Translation Type - A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.4.4.2 **General Description and Terms**

9.4.4.2.1 SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

9.4.4.2.2 From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with LSP to provide LSP with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.

9.4.4.2.3 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. AT&T understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of AT&T. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

9.4.4.2.4 SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to AT&T.

9.4.4.2.5 On behalf of third parties who query LIDB for AT&T data and receive a response verifying the end user's willingness to accept the charges for the underlying call, AT&T at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.

9.4.4.2.6 Upon receipt of the Line/Billing information from AT&T, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3)

determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

9.4.4.2.7 To the extent that AT&T stores its own Validation information in a database other than SWBT's, such information will be made available to SWBT through an industry standard technical interface and on terms and conditions set forth by tariff or by a separate agreement between SWBT and the database provider. SWBT agrees to negotiate in good faith to reach such an agreement. If SWBT is unable or chooses not to enter into an agreement with a database provider, AT&T acknowledges that such AT&T validation information will be unavailable to any customer including AT&T served by SWBT OS platforms.

9.4.4.2.8 AT&T understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. AT&T does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. AT&T understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to AT&T's data that is also stored in SWBT's LIDB.

9.4.4.3 **Line Validation Administration System (LVAS)**

9.4.4.3.1 LVAS provides AT&T with the capability to access, create, modify, or update information in LIDB. LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.4.4.4 **Service Order Entry Interface**

9.4.4.4.1 The Service Order Entry Interface provides AT&T with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows AT&T to electronically transmit properly formatted records from AT&T's service order process into LVAS.

9.4.4.4.2 AT&T's access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for AT&T access to the Service Order Entry Interface. The RAF will verify the validity of AT&T's transmissions and limit AT&T's access to SWBT's Service Order Entry Interface to LVAS. AT&T does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

9.4.4.4.3 SWBT will provide AT&T with the file transfer protocol specifications

AT&T will use to administer AT&T's data over the Service Order Entry Interface. AT&T acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

9.4.4.4.4 AT&T can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or AT&T can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.4.5 SWBT will provide AT&T with SWBT-specific documentation for properly formatting the records AT&T will transmit over the Service Order Entry Interface.

9.4.4.4.6 AT&T understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.4.4.5 **Interactive Interface**

9.4.4.5.1 The Interactive Interface provides AT&T with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides AT&T with the ability to have its own personnel access AT&T's records via an application screen that is presented on a computer monitor. Once AT&T has accessed one of its line/billing records, AT&T can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

9.4.4.5.2 SWBT will provide AT&T with Interactive Interface through a modem. AT&T understands that its record access through the Interactive Interface will be limited to its own line/billing records.

9.4.4.5.3 AT&T will use hardware and software that is compatible with LVAS hardware and software.

9.4.4.5.4 AT&T can choose to request the Interactive Interface as its only interface to LVAS and LIDB or AT&T can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.4.4.6 **Tape Load Facility Interface**

9.4.4.6.1 Tape Load Facility Interface provides AT&T with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this

facility. Tape Load Facility Interface allows AT&T to create and submit magnetic tapes for input into LIDB.

9.4.4.6.2 The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LIDB resides.

9.4.4.6.3 The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. AT&T may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above AT&T's normal daily update processing.

9.4.4.6.4 AT&T will create its own tapes in formats specified in GR-446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with AT&T's line/billing records.

9.4.4.6.5 AT&T will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide AT&T with the name and address of the SWBT employee designated to receive the tapes at each location.

9.4.4.6.6 In addition to the tapes AT&T will create and deliver to the SCP node locations, AT&T will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load AT&T's updates into LVAS. AT&T understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but that the format will differ. SWBT will provide AT&T SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create AT&T records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide AT&T with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

9.4.4.6.7 SWBT and AT&T will coordinate to establish mutually agreed upon dates and times for tape loads of AT&T data when such loads are the result of an AT&T request.

9.4.4.6.8 LSP understands and agrees that its record access through the Tape Load Facility Interface is only for LSP's own line/billing records. AT&T will not use the Tape Load Facility Interface to modify any group record.

AT&T will not use the Tape Load Facility Interface to modify any line/billing record not belonging to AT&T.

9.4.4.7 **LIDB Editor Interface**

9.4.4.7.1 LIDB Editor Interface provides AT&T with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides AT&T with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

9.4.4.7.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. AT&T will have access to SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

9.4.4.7.3 AT&T understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.4.5 **Audits**

SWBT will provide AT&T with LIDB audit functionality as described immediately below.

9.4.5.1 **LIDB Audit**

9.4.5.1.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

9.4.5.1.2 SWBT will run the LIDB audit continuously throughout each and every day.

9.4.5.1.3 SWBT will create a "variance file" of all AT&T records that fail the LIDB audit. AT&T can access this file through the Interactive Interface.

9.4.5.1.4 AT&T will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. AT&T will correct all discrepancies using the LVAS interface(s) AT&T has requested under this Attachment.

9.4.5.2 **Billing System Audit**

9.4.5.2.1 This audit is between LVAS and SWBT's billing system(s). This audit verifies that LVAS records match SWBT's billing system records.

9.4.5.2.2 SWBT will provide AT&T with access equivalent to SWBT's own access to the billing system audit functionality. SWBT will provide AT&T with a file containing AT&T's records in LIDB. AT&T will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

9.4.5.2.3 AT&T will audit its LIDB accounts against AT&T's billing system and correct any discrepancies within from the receipt of the audit file. AT&T will correct all discrepancies using the LVAS interface(s) AT&T has requested under this Attachment.

9.4.5.2.4 SWBT will provide AT&T scheduled and nonscheduled billing system audits as set forth following.

9.4.5.2.4.1 Scheduled Audits:

SWBT will provide AT&T with a billing system audit file twice per year. Such audit files will represent AT&T's entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

9.4.5.2.4.2 Unscheduled Audits:

AT&T can request additional audit files and SWBT will work cooperatively to accommodate all reasonable AT&T requests for such additional audit files.

9.4.6 **Sleuth**

9.4.6.1 Sleuth notification provides AT&T with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation.

9.4.6.2 SWBT will provide AT&T with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for AT&T as SWBT uses for its own accounts.

9.4.6.3 SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment.

However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

9.4.6.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an AT&T account, the Sleuth investigator will print the alert from the queue and fax the alert to the AT&T. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an AT&T account. AT&T will determine what, if any action it should take as a result of a Sleuth alert.

9.4.6.5 SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). AT&T will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

9.4.6.6 SWBT will provide AT&T with a Sleuth contact name and number, including fax number, for AT&T to contact the Sleuth DBAC.

9.4.6.7 For each alert notification SWBT provides to AT&T, AT&T may request a corresponding 30-day historical report of ABS-related query processing. AT&T may request up to three reports per alert.

9.4.7 **Technical Requirements**

9.4.7.1 SWBT will enable AT&T to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

9.4.7.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.16.2 will include a description of the data elements required to support LIDB-based query processing.

9.4.7.3 SWBT, and any SWBT agents who administer data in SWBT's LVAS, will not provide any access to or use of AT&T line-record data in LVAS by any third party that is not authorized by AT&T in writing.

9.4.8

9.5 **CNAM Service Query**

9.5.1 **Definitions**

9.5.1.1 Calling Name Delivery Service (CNDS) enables the terminating end-user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE). AT&T will be charged for CNAM Service Queries in the event that AT&T is operating its own switch. In the event that AT&T is using SWBT's switch, no charge is made for any CNAM Service Query in addition to applicable unbundled Local Switching charges.

9.5.1.1.1 CNAM Service Query will be priced as shown on Appendix Pricing - UNE - Schedule of Prices labeled "CNAM Service Query", subject to Section 1.3 of Appendix Pricing UNE. A non recurring charge for activating, changing, or modifying a point code will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling", subject to section 1.3 of Appendix Pricing UNE.

9.5.1.1.1 CNAM Service Query will be priced as shown on Appendix Pricing - UNE - Schedule of Prices labeled "CNAM Service Query", subject to Section 1.3 of Appendix Pricing UNE. In addition to CNAM Query charges, AT&T will pay additional query transport and service order charges in connection with its use of CNAM Query. These charges are shown on Appendix Pricing UNE - Schedule of Prices under the heading "CNAM" as "Query Transport" and "Service Order Charge." As agreed to by the Parties, or as may otherwise be ruled by the Arkansas Commission, subject to Section 1.3 of Appendix Pricing - UNE. SWBT has also proposed a non recurring charge for activating, changing, or modifying a point code that will be charged at a rate reflected on the Appendix Pricing UNE - Schedule of Prices labeled "Point Code Addition" reflected under the heading of "Unbundled Signaling," as agreed to by the Parties, or as may otherwise be ruled by the Arkansas Commission, subject to Section 1.3 of Appendix Pricing - UNE.

9.5.1.2 CNAM Service Query allows AT&T to query SWBT's Calling Name database for Calling Name information in order to deliver that information to AT&T's local subscribers.

9.5.1.3 Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any

telecommunications company participating in that Party's Calling Name database.

9.5.1.4 Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

9.5.1.5 Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.5.2 **Description of Service**

9.5.2.1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

9.5.2.2 All AT&T validation queries to SWBT's LIDB will use a translation type (TT) of 005 and a subsystem number in the calling party address field that is mutually agreed upon.

9.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to AT&T any instances where overload controls are invoked due to AT&T's CCS/SS7 network and AT&T agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for AT&T's LSP activities on behalf of its Arkansas local service customers where SWBT is the incumbent local exchange carrier. AT&T agrees that any other use of SWBT's Calling Name database for the provision of CNAM Service Query by AT&T will be pursuant to the terms, conditions, rates, and charges of a separate agreement between the Parties.

9.5.2.4.1 SWBT cannot distinguish between queries from AT&T's switches as an LSP within the SWBT traditional five state serving area ("in-area") and queries from AT&T's switches as an LSP outside the SWBT traditional five state serving area ("out-of-area"). If for any reason the rates for the

LSP in-area query and/or query transport (if applicable) and the rates for the LSP out-of area query and/or query transport (if applicable) rate diverge prior to the development of any technically feasible method to distinguish in-area queries from out-of-area queries, AT&T will develop an allocation factor to distinguish the proportion of in area queries and out-of-area queries. Should AT&T opt to treat all queries at the higher rate, AT&T will not be required to develop an allocation factor.

9.5.2.4.2 SWBT will notify AT&T of any divergence of rates no later than the effective date of the divergence. Within 10 days after receipt of notice AT&T will advise SWBT whether AT&T elects to pay the higher rate (e.g., assume all queries are LSP or non LSP driven, whichever is higher) or elects to develop an allocation factor. AT&T will provide its factor and SWBT will accept and apply the factor as soon as technically feasible but in no event later than 90 days after AT&T notifies SWBT of its intent to develop a factor. A true up will occur for the period of time required for implementation of the allocation factor, but in no event to exceed 90 days.

9.5.3 **Ownership of the Calling Name Information**

9.5.3.1 AT&T's access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including AT&T, depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

9.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. AT&T may use CNAM Service Query for such functions only on a call-by-call basis.

9.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and AT&T may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- Billed (Line/Regional Accounting Office (RAO)) Number
- PIN Number(s)
- Billed Number Screening (BNS) indicators
- Class of Service (also referred to as Service or Equipment)
- Reports on LIDB usage
- Information related to billing for LIDB usage
- LIDB usage statistics.

9.5.3.4 AT&T agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.

9.5.3.5 If AT&T acts on behalf of other carriers to access SWBT's CNAM Service Query, AT&T will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.

9.5.3.6 Nothing in Sections 9.5.3.1 through 9.5.3.5 is intended to restrict AT&T's use or storage of AT&T data created or acquired independently of SWBT's CNAM Service Query.

9.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database.

9.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable.

9.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. AT&T will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. AT&T agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will AT&T block information a subscriber has attempted to unblock.

9.5.3.10

9.5.4 **Originating Line Number Screening (OLNS)** When available, Originating Line Number Screening will be provided to AT&T at rates, terms, and conditions to be negotiated by the Parties.

9.6 **Toll Free Number Database**

9.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

9.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

9.6.3 Access to the Toll Free Calling Database allows AT&T to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).

9.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.

9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an AT&T switch to the SWBT Toll Free Database, AT&T will pay the Toll Free Database query rate for each query received and processed by SWBT's database subject to section 1.3 of Appendix

Pricing UNE. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by AT&T. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database," subject to section 1.3 of Appendix Pricing UNE.

9.6.5.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 10-digit number.

9.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

9.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.

9.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.

9.6.7 AT&T will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. AT&T's queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. AT&T acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.

9.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to AT&T any instances where overload controls are invoked due to AT&T's CCS/SS7 network and AT&T agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

9.6.9 AT&T will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. AT&T will